

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268-0001

MARKET DOMINANT PRODUCT PRICES
INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENTS
WITH FOREIGN POSTAL OPERATORS

HONGKONG POST – UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT (MC2010-35)
NEGOTIATED SERVICE AGREEMENTS

Docket No. R2013-3

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING
AMENDMENT TO INBOUND MARKET DOMINANT MULTI-SERVICE AGREEMENT
WITH FOREIGN POSTAL OPERATORS 1 NEGOTIATED SERVICE AGREEMENT
(WITH HONGKONG POST)
(November 7, 2013)**

The agreement that is the subject of this docket was originally scheduled to expire on December 31, 2013.¹ Attached to this pleading is an amendment to that agreement, which Hongkong Post and the United States Postal Service (Postal Service) have executed. The amendment states that the agreement that is the subject of this docket will expire on January 31, 2014.

The Postal Service intended to file by November 15, 2013, a successor contract to the agreement that is the subject of this docket, providing ample time for the Commission to complete its 45-day review of the inbound market-dominant portion of this agreement. However, it is very likely that negotiations concerning the successor contract will continue beyond November 15, 2013.

¹ Order No. 1597, Order Approving an Additional Inbound Market Dominant Multi-Service Agreement with Foreign Postal Operators 1 Negotiated Service Agreement (with Hongkong Post), Docket No. R2013-3, December 28, 2012, at 2-3.

Therefore, the Postal Service respectfully requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

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November 7, 2013

**AMENDMENT TO THE
HONGKONG POST - UNITED STATES POSTAL SERVICE
BILATERAL AGREEMENT**

This Amendment modifies the Hongkong Post – United States Postal Service Bilateral Agreement ("Agreement") between the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the Government of the United States, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260, and Hongkong Post ("Hongkong Post"), a government branch of the Hong Kong Special Administrative Region of People's Republic of China, and having a place of business at 4/F Hongkong Post Headquarters 2 Connaught Place, Central, Hong Kong, which was signed by the USPS on November 14, 2012, and by Hongkong Post on November 13, 2012. Hongkong Post and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Amendment is to replace, in the second paragraph of Article 22, the sentence that reads "The Agreement will remain in effect for one year after the Effective Date unless terminated sooner pursuant to Article 8." with the following replacement text:

The Agreement will remain in effect until January 31, 2014, unless terminated sooner pursuant to Article 8 of this Agreement.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Amendment shall be contingent on the USPS receiving approvals from, and/or non-objection by (hereinafter "Conditions Precedent") one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include but are not limited to: approvals or, if applicable, non-objection, from USPS management, the USPS management's executive committee, the Governors of the USPS, and the U.S. Postal Regulatory Commission. The Parties acknowledge that the Agreement might not be approved by such bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS or Hongkong Post and no benefit or rights granted through this Agreement shall inure to either Party unless and until the Effective Date occurs and upon such occurrence the Conditions Precedent shall have been fulfilled.

In the event that the Conditions Precedent are not fulfilled, the USPS and Hongkong Post shall have no liability, which shall include no obligation to pay costs associated with any action taken by Hongkong Post prior to the Effective Date of the Agreement. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, neither Party shall be held liable for any damages including, without limitation, the following: actual damages; special damages; indirect damages; incidental damages; punitive damages; consequential damages; or any other damages, which shall include but not be limited to damages for loss of business profits; business

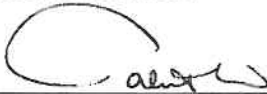
interruption; any other loss; and/or any cost incurred by either Party attributable to such non-approval such as attorney's fees.

Hongkong Post acknowledges that as part of securing approval of this Agreement and in other subsequent regulatory filings, United States law may require that this Amendment and supporting documentation be filed with the U.S. Postal Regulatory Commission ("Commission") in a docketed proceeding. In addition, Hongkong Post acknowledges that United States law may require that this Agreement be filed with the U.S. Department of State. Hongkong Post authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Amendment must be filed. Hongkong Post further understands that any unredacted portion of this Amendment or supporting information may be posted on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this Agreement (including revenue, cost or volume data) in other Commission dockets, including Commission docket numbers ACR2013 and ACR2014. Hongkong Post has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22, on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>. At Hongkong Post's request, USPS will notify Hongkong Post of the docket number of the Commission proceeding used in connection with the filing of this Amendment.

The Parties may execute this Amendment in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

IN WITNESS WHEREOF, the Parties agree to be bound as of the latest date of signature to the terms and conditions of this Amendment.

HONGKONG POST



Signature

PATRICK A. LIN
Name

Director (External Affairs)
Title

25 Oct 2013
(Date)

UNITED STATES POSTAL SERVICE


Signature

Giselle Valera

Managing Director, Global Business and
Vice President

29 October 2013
(Date)